

Fees and Refund Policy

Purpose

The Standards for Registered Training Organisations 2015 (Clause 5.3 and Clause 7.3) and National Code Standard 2018 (Standard 3.4) require Bright Minds Point (BMP), prior to student taking enrolment, to provide information on:

- fees and charges
- refunds policy
- how fees paid in advance by students are protected

Policy

BMP will publish this policy in pre-enrolment information materials which are made available to student via BMP website.

BMP includes the following information in the student enrolment agreement

- amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider) Payment terms, including the due dates and amount of fees to be paid
- fees that must be paid and payment terms
- process for claiming refunds
- the specified person(s), other than the student, who can receive a refund in respect of the student identified in the written agreement
- a plain English explanation of what happens in the event of a course not being delivered, including the role of the Tuition Protection Service (TPS) for overseas students
- a statement that “This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies”.

BMP does not collect more than \$1500 in prepaid fees from any fee paying domestic student.

BMP, to meet its obligations under ESOS Act 2000, will collect only 50% of the total tuition fees for courses with more than 25 weeks of duration. Students are not required to pay more than 50% of the fees upfront if their course runs for more than 25 weeks however they can pay if they choose to.

BMP accepts pre-paid fees payments from prospect students only after the signed enrolment agreement is received and verified.

All fees are to be paid at the specified time, as per the written agreement and can only be paid by credit card, EFT and Direct Deposit. Invoices will be issued as required and as an approved program, there is NO GST included in the course cost.

Students, when paying using internet funds transfer or direct deposit at the bank, must ensure to provide a copy of payment to the college.

BMP accepts all payments only in Australian dollars

All students are liable for the financial commitment to BMP.

Students receive fee due reminder emails at least a month prior to fee payment due date

Failure to pay fees on time will lead to consequences including: Late payment penalties; Cancellation of enrolment; Unable to obtain documents; Results being withheld; and /or debt recovery processes

BMP reserves the right to review its fees regularly and may change its fees during student's enrolment.

BMP has appropriate safeguards and fair options in place for any monies paid in advance and that these funds are not used until courses and or units have commenced.

Overseas Students Refund Policy

Refunds in case of student default

When student withdraws from course prior to 4 weeks of the course commencement date, BMP will provide material fees and 75% of tuition fees less enrolment fees as refund

When student withdraws from course within 4 weeks of the course commencement date, BMP will provide 50% of tuition fees less material fees and enrolment fees as refund

Should student withdraw from the course once commenced, he/she will forfeit all monies paid and be liable for the full course cost.

Should the student wish to change his/her enrolment into another course at BMP prior to course start, course fees paid will be transferred to new course and student is liable to pay any difference in fees between two courses

Should the student wish to change his/her enrolment into another course at BMP after course commencement, he/she will forfeit monies paid for that current term.

No refunds will be provided if student fails to comply with terms and conditions of enrolment and policies and procedures of BMP and if false or misleading information was provided to gain enrolment

No refunds will be provided if student does not start the course on the agreed course start date and has not previously withdrawn

No refunds will be provided if student decides to abandon the course after commencing for whatever reason

No refunds will be provided if BMP refuses to provide or continue to provide the course due to:

- student's misbehaviour; or
- failure to pay required fees to undertake the course; or

- student breaching his/her visa conditions

Refunds (if any) will be provided to the student within 4 weeks after receiving the refunds claim with relevant supporting documentation

Refunds in cases of student visa refusal

This applies when the student was refused a student visa and as a consequence fails to start on the agreed starting day or withdraws from the course after student has already commenced the course.

Refunds will be calculated as per the Education Services for Overseas Students (Calculation of Refund) Specification 2014 (<https://www.legislation.gov.au/Details/F2014L00907>)

Refunds (if any) will be provided to the student within 4 weeks after receiving the refunds claim with relevant supporting evidence

Refunds (if any) will be deposited into the authorised account notified by the student on refund form

Refunds in case of BMP default

This applies when:

- BMP fails to start to provide the course to the student on the agreed starting day; or
- the course ceases to be provided to the student at any time after it starts but before it is completed; and the student has not withdrawn from the course before the BMP's default.

BMP may arrange for a suitable alternative placement within 14 days after the default day. If the student accepts this offer of a placement, student needs to sign an acceptance document. Alternatively, if BMP is unable to offer a suitable alternative placement or student does not accept the alternative suitable placement chosen by the BMP, then BMP will pay the refund to the student, as determined by Education Services for Overseas Students (Calculation of Refund) Specification 2014 (<https://www.legislation.gov.au/Details/F2014L00907>)

The refunds will be paid within 14 days after the default day.

In the event, BMP does not satisfy its obligation to an affected student, TPS (Tuition Protection Service) Director will facilitate access for the student to course placement or refunds.

Refunds (if any) will be deposited into the authorised account notified by the student on refund form

Domestic Students Refunds Policy

Student Default

- If a student withdraws from a course at least 14 calendar days prior to the commencement date, he/she will receive a full refund fees less any enrolment fees.

- Should student withdraw within 14 calendar days of course commencement, he/she will be liable for any enrolment fees and 50% of the course cost.
- Should student withdraw from the course once commenced, he/she will forfeit all monies paid and be liable for the full course cost.
- Should the student wish to change his/her enrolment into another course at BMP prior to course start, course fees paid will be transferred to new course
- Should the student wish to change his/her enrolment into another course at BMP after course commencement, he/she will forfeit monies paid for that current term.
- No refunds will be provided if student fails to comply with terms and conditions of enrolment and policies and procedures of BMP and if false or misleading information was provided to gain enrolment

Provider Default

- If BMP cancels the course for whatever reason before student commences the course, the student will receive a full refund, alternatively BMP may also offer the student to transfer to another course at BMP, this choice is for student to make
- If BMP fails to provide the course after student commences the course, a pro-rata adjusted refund will be provided to the student; alternatively BMP may also offer the student a transfer to another course, this choice is for the student to make

Process for claiming refunds

Students who are requesting a refund must complete the Refund Request Form (available on BMP website) and send it along with all relevant supporting documents

Bank charges will be deducted from the refunded amount. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Procedure - Refunds

To apply for a refund, a written claim must be submitted on the Refund Request Form to the CEO of BMP.

An application for a refund will be processed within 4 weeks after a claim has been received.

Refunds are assessed on a case by case basis.

Refunds will only be refunded to the person who entered into the contract with BMP and will not be provided to a third party.

All refunds are paid electronically; no refunds will be in cash.

Agreeing to the Refund policy does not remove the right of the student to take further action under Australia's consumer protection laws or to pursue other legal remedies.

Please refer to the Complaints and Appeals Policy.

Delegated Authority

CEO

Related Standard

SRTO Clause 5.3

Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

a) all relevant fee information including:

i) fees that must be paid to the RTO

ii) payment terms and conditions including deposits and refunds.

b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies

c) the learner's right to obtain a refund for services not provided by the RTO in the event the:

i) arrangement is terminated early

ii) the RTO fails to provide the agreed services

SRTO Clause 7.3

Where the RTO requires, either directly or through a third party, a prospective or current student to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.

Requirements for protecting fees prepaid by individual students, or prospective students, for services. The RTO addresses student fee protection by implementing one or more of the following arrangements:

- 1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where:*
 - a. the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each student for services to be provided by the RTO to those students, and*
 - b. all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.*

2. *The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the student has prepaid, must ensure:*
 - a. *the student will be placed into an equivalent course such that:*
 - i. *the new location is geographically close to where the student had been enrolled, and*
 - ii. *the student receives the full services for which they have prepaid at no additional cost to the student or*
 - b. *if an equivalent course cannot be found, the student is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.*
3. *Any other fee protection measure approved by the VET Regulator.*

National Code 2018 Standard 3

3.1 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:

3.4.1 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)

3.4.2 processes for claiming a refund

3.4.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act

3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS

3.4.5 a statement that “This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies”.